

EXHIBIT 72

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March 10, 2020

VIA EMAIL
FOIA CONFIDENTIAL TREATMENT REQUESTED

Owen C.J. Foster, Esq.
United States Attorney's Office
District of Vermont
P.O. Box 570
Burlington, VT 05402-0570

RE: Purdue Pharma L.P.

Dear Mr. Foster:

We write in follow up to recent discussions in which the U.S. Attorney's Office for the District of Vermont ("USAO-VT"), the U.S. Attorney's Office for the District of New Jersey and the U.S. Department of Justice Civil Division, Consumer Production Branch (collectively "DOJ") requested, pursuant to DOJ's current investigation of Purdue Pharma L.P. ("Purdue"), to review certain materials that have been designated to be subject to the attorney-client privilege and/or the attorney work product doctrine ("Confidential Communications"), and [REDACTED]

[REDACTED]. In light of DOJ's interests with respect to the materials at issue and Purdue's continued interest in cooperating with DOJ by providing information that may be relevant to your investigation, as well as the shared interest in allowing a review of such materials on a confidential basis in order to assist in resolving any production disputes without the need for court intervention, Purdue, through its counsel, will provide voluntarily copies of certain Confidential Communications agreed upon with the USAO-VT to DOJ for its confidential review.

We have advised you that Purdue does not intend to waive any applicable attorney-client privilege, attorney work product doctrine, or any other privilege, if applicable, other than for the limited purpose set forth in this letter. Purdue does not

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intend its limited production under this agreement to extend to any third party or to any materials beyond the Confidential Communications. Without conceding that the Confidential Communications are entitled to be withheld under such privilege, DOJ agrees that it will not assert that the voluntary production of the Confidential Communications pursuant to this agreement constitutes a subject matter waiver applicable to other materials or testimony. DOJ agrees that the voluntary production of the Confidential Communications provides DOJ with no additional grounds to compel production of privileged information from Purdue, although any such grounds that may exist apart from such production shall remain unaffected by this agreement.

DOJ further agrees that it will maintain the confidentiality of Confidential Communications obtained pursuant to this agreement and will not disclose them to any third party, except to the extent DOJ determines that disclosure is otherwise required by law or would be in furtherance of DOJ's discharge of its duties and responsibilities. DOJ may use the Confidential Communications subject to this limited waiver in the course of investigating and/or pursuing claims or charges arising out of its investigation(s), including, but not limited to, in connection with interviewing witnesses, in sworn testimony, in connection with the grand jury, and in asserting any claims or charges. DOJ and Purdue agree that DOJ reserves its rights to raise any and all arguments relating to any privilege claim asserted by Purdue and that this agreement does not in any way restrict DOJ's right to challenge any privilege designations.

Your agreement to the terms of this letter is signified by your signature on the line provided below.

Sincerely,

Patrick J. Fitzgerald (mam)
Patrick J. Fitzgerald

AGREED AND ACCEPTED:
U.S. Department of Justice

By: 
Owen C.J. Foster